

CITY ATTORNEY'S OFFICE
CITY OF HENDERSON
240 S. WATER STREET MSC 144
HENDERSON, NV 89015



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13 City of Henderson, Officer C. Watts,
14 Officer B. Shaffer, Sgt. K. Abernathy

15 **UNITED STATES DISTRICT COURT**

16 **DISTRICT OF NEVADA**

17 **MARK CLIFFORD SYKES,**

18 Plaintiff,

19 v.

20 **CITY OF HENDERSON (A.K.A.)**
21 **HENDERSON POLICE DEPARTMENT of**
22 **CLARK COUNTY NEVADA, OFFICER C.**
23 **WATTS P#2171, OFFICER B. SHAFFER**
24 **P#2237, SERGEANT K. ABERNATHY**
25 **P#1207 in their individual capacity, et.al.,**

26 Defendants.

CASE NO.: 2:22-cv-00956-JAD-EJY

STIPULATED PROTECTIVE
ORDER

27 Plaintiff, Mark Clifford Sykes ("Sykes") and Defendants City of Henderson, Henderson
28 Police Department, Officer C. Watts, Officer B. Shaffer and Sergeant K. Abernathy ("Defendants"),
by and through their counsel, hereby stipulate and agree as follows:

1. In the course of this litigation, the parties have produced and/or will produce
documents, some of which the parties claim to contain confidential information.

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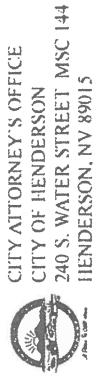
1 2. That confidential information includes but is not limited to documents and things, and
2 copies thereof, including, but not limited to, police training materials and personnel and internal
3 investigative files.

4 3. With respect to any documents which the parties wish to remain confidential, the party
5 may designate (the "Designating Party") as "Confidential Information" all those documents that
6 it/he/she reasonably believes in good faith to contain confidential financial information, proprietary
7 information, and/or other sensitive information.

8 4. All the documents identified as confidential by a party pursuant to the preceding
9 paragraphs of this Stipulated Protective Order are hereinafter referred to as "Confidential
10 Information."

11 5. The parties agree that the Confidential Information shall be used solely for the
12 purposes of this pending Litigation, and shall not be used for any commercial, litigation or other
13 purpose apart from this litigation. "Litigation" for purposes of this Stipulated Protective Order is
14 defined to include the claims, causes of action or defenses asserted by either party in this action.

15 6. The parties agree that they will not disseminate or disclose any of the information
16 contained or learned from the Confidential Information to persons other than their attorneys,
17 designated expert witnesses or other consultants employed for the purpose of this Litigation, or any
18 third-party witness with knowledge of the Confidential Information to be disclosed to them. The
19 parties agree that disclosure of the Confidential Information to expert witnesses or other consultants
20 shall solely be for evaluation, testing, testimony, preparation for trial, or other services related to this
21 Litigation, and agree to require the expert to agree, in writing, to the confidentiality and non-
22 disclosure requirements of this Stipulation by executing a copy of Exhibit A attached hereto. The
23 designation of information as "Confidential Information" pursuant to this Stipulated Protective Order
24 shall not preclude any party from disclosing that information to any person who, in the case of a
25 document, appears as the author or as a recipient thereof on the face of the document, or from
26 disclosing that information to any person who has been identified by the Designating Party as having
27 previously been provided with, or having had access to, the document or the information therein.
28



1 7. If at any time during the pendency or trial of this action, any Party claims that another
2 Party has unreasonably designated Information as "Confidential Information" the objecting Party
3 may, after a good faith attempt to resolve the dispute with such other Party, make an appropriate
4 application to this Court, requesting that specifically identified Confidential Information be re-
5 designated or excluded from the provisions of this Protective Order. If the Court makes a
6 determination as to confidentiality as a result of a Motion, brought by any Party, the Court shall have
7 the discretion to award reasonable attorney's fees and costs to the prevailing party in such Motion.
8 The burden of proof with respect to the upholding the designation shall be on the Party designating
9 the information as "Confidential Information."

10 8. Notwithstanding any other provision hereof, this Stipulated Protective Order shall not
11 apply to any Confidential Information that: (a) is or becomes generally available to the public from a
12 source other than unauthorized disclosure by the Parties or their counsel, or (b) becomes available to
13 the Parties or their counsel on a non-confidential basis from a source other than the Parties or their
14 counsel. Nothing in this Stipulated Protective Order shall restrict the use of disclosure by a party of
15 information that it alone has designated confidential. Nothing in this Stipulated Protective Order
16 shall make any documents designated as Confidential Information by a party privileged or either
17 inadmissible in evidence in any law and motion matter or at trial or precluded from production of the
18 confidential documents in formal discovery, or otherwise alter the obligation of parties to comply
19 with discovery pursuant to the Federal Rules of Civil Procedure, and any Local Rules of the Court.

20 9. The entry of this Stipulated Protective Order shall neither constitute, nor be used as a
21 basis for, a finding that any Party has waived any objections that it may have to the use, relevance, or
22 admissibility of any Confidential Information

23 10. The parties agree that within thirty (30) days of the conclusion of the Litigation, copies
24 of all documents, which qualify as the Confidential Information, shall either be destroyed or returned
25 to the producing party. If the returning party elects to destroy the documents instead of returning
26 them, then the returning party shall attest by affidavit or declaration as to the destruction, including
27 the manner in which the Confidential Information has been destroyed.
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1 11. Any Party seeking to submit "Confidential Information" to the Court shall comply
2 with Fed.R.Civ.P. 5.2 and other applicable rules governing the filing and consideration of motions.

3 12. In the event of a disclosure of any of the Confidential Information by any party (or the
4 party's employees, representatives, agents, or experts) to a person not authorized to have had such
5 disclosures made to him or her under the provisions of this Stipulation, the party's counsel shall
6 immediately undertake reasonable efforts to procure the return of the information and inform the
7 producing party's counsel of all relevant information concerning the nature and circumstances of such
8 disclosure. The party shall also take all reasonable measures promptly to ensure that no further or
9 greater unauthorized disclosure of the confidential information occurs.

10 13. The parties agree and acknowledge that a material and willful violation of this
11 Stipulation by any party or any of it/he/she employees, representatives, agents or experts may result
12 in irreparable harm to the producing party, and the parties therefore consent to the issuance of any
13 injunction to stop any further improper disclosure and any use by the party to whom the documents
14 have been disclosed, and other appropriate relief as may be ordered by the Court upon motion by a
15 party. Nothing in this Stipulation shall preclude a party from pursuing an action for damages based
16 on the violation of the terms of this Stipulation.

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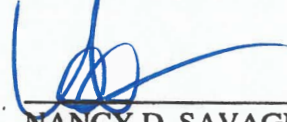
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14. No Confidential Information shall be disclosed to any person or entity that becomes a party to this case after execution of this Stipulation, until after the party executes an amendment to this Stipulation thereby agreeing to the terms contained herein.

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NANCY D. SAVAGE, ESQ.
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Nevada Bar No. 392
240 Water Street, MSC 144
Henderson, Nevada 89015
Attorneys for Defendants
City of Henderson, Officer C. Watts,
Officer B. Shaffer, Sgt. K. Abernathy

Dated: 6/3/2024

Sykes, Mark Clifford
MARK CLIFFORD SYKES
~~R.O. Box 91614~~
~~Henderson, Nevada 89009~~
~~Attorneys for Plaintiff~~
PO Box 674
Russellville Ark. 72811

Dated: 5/31/2024

ORDER

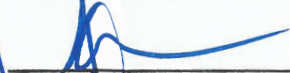
IT IS SO ORDERED.

Dated: June 5, 2024

Rayna J. Zouchal
UNITED STATES MAGISTRATE JUDGE

Respectfully submitted by:

CITY ATTORNEYS' OFFICE



NANCY D. SAVAGE, ESQ.
Assistant City Attorney
Nevada Bar No. 392
240 Water Street, MSC 144
Henderson, Nevada 89015
Attorneys for Defendants
City of Henderson, Officer C. Watts,
Officer B. Shaffer, Sgt. K. Abernathy



EXHIBIT A

I, the undersigned, hereby acknowledge that I have read the Stipulated Protective Order entered in Mark Clifford Sykes v. City of Henderson, et al., Case No.: 2:22-cv-00956-JAD-EJY, pending in the United States District Court for the District of Nevada, and I understand the terms thereof and agree to be bound by all such terms. Without limiting the generality of the foregoing, I agree not to disclose to any person or entity not authorized to receive such "Confidential Information," pursuant to the terms of said Stipulated Protective Order and any document or any information designated as "Confidential Information" or any copies or extracts or information derived there from, which have been disclosed to me. I further agree to use any information disclosed to me in connection with the above-mentioned case solely for the purpose of this case and not for other purposes.

The undersigned hereby irrevocably submits his/her person to the jurisdiction of United States District Court for the District of Nevada with respect to any matter relating to or arising out of the Stipulated Protective Order, for the purpose of enforcing said Stipulated Protective Order.

Date:

5/31/2024

Signature

Type or Print Name

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